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Doc#: 0517556018

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 08/24/2005 07:17 AM Pg: 1 of 3

04-69-31-9018

PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT

THIS AGREFMENT is entered into by and between AMERICAN SAVINGS, FSB, a U.S. CORPORATION, her inafter referred to as Lender and LaSalle Bank National Association, a National Banking Association, as successor to American National Bank and Trust Company of Chicago under Trust dated April 13, 1981 known as Trust No. 2040-397, whose address is 135 S. LaSalle, Chicago, IL 60603, herein after referred to as Borrower:

WITNESSETH, that Borrower represents, warrants and agrees as follows:

- Borrower is indebted to Lender by virtue of a Home Equity Line of Credit Agreement of the Borrower bearing date of January 7, 2004 in the original amount of \$25,000.00 secured by a mortgage to Lender of even (at), which mortgage was recorded on February 26, 2004 as Document No. 0405711082 in he Office of the Recorder of Cook County, Illinois.
- 2) Lender is the owner and holder of said Note and Mortgage.

For mutual consideration, the receipt of which is hereby ecknowledged, the Lender and Borrowers are mutually desirous of and agree to modify the terms of said Home Equity Line of Credit Agreement secured by said Note and Mortgage as follows:

Borrowers has requested and Lender has agreed as follows:

- 1) To increase Home Equity Line of Credit from \$25,000.00 to \$100,000.00.
- 2) To change payment on said Line to Interest Only.

Borrower agrees to abide by all of the terms, conditions and covenants contained in the aforesaid Home Equity Line of Credit Agreement as modified herein. Borrowers specifically agrees, present and acknowledge that proper legal and adequate consideration is being given them to enter into this Agreement and that Borrowers are and continue to be legally bound and obligated for, by and under said indebtedness as modified herein.

The Borrower further agrees that all terms, conditions and covenants of the aforesaid indebtedness shall remain unaltered and in full force and effect as herein expressly modified.

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IN WITNESS THEREOF, the Lender and Borrower have executed this agreement this $25^{th} \\$ day of May, 2005.

AMERICAN SAVINGS, FSB

Borrower:

LaSalle National Bank Association A National Banking Assoc. as Successor

To American National Bank & Trust Co. of Chicago U/T dated 4/13/1981, Known/as/Trust No. 2040-39

Todd C. Williams, Asst/Vice President

ATTEST:

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Of County Before me, the undersigned Notary Public, did personally appear Todd C. Williams, Vice President and Denise L. Knapp, Secretary for and on behalf of American Savings, FSB, a U. S. Corporation and LaSalle Nationak Bank Association a National Bankrig Assoc. as Successor to American National Bank & Trust Co. of Chicago U/T dated 4/13/1981 known as Trust No. 2040-397 the Borrower, and acknowledges the execution of the foregoing ins run ent.

Dated this 25th Day of May, 2005.

WITNESS MY HAND AND NOTARIAL SEAL.

Commission Expires: January 9,2008

County of Residence: Lake

Prepared by: Clement B. Knapp, Jr., Attorney at Law

O'Rourke, Notary Public

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LEGAL DESCRIPTION

Lot 2 in Lansing Lake Gardens 2nd Addition, being a subdivision on the East 166.03 feet of the North 411 feet of the West ½ of the Northeast ¼ of the Northwest ¼ of Section 5, Township 35 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office 33-05-102-02-6